seek such place of business as would not necessitate such hindrance and menace to ordinary traffic. In this country two very similar cases enunciate the same principles: that the obstruction must occur in transaction of business, must be necessary, and must be *temporary;* that the right of obstruction must be exercised in a reasonable manner. *Welch* v. *Wilson*, 101 N. Y. 254; *Jochem* v. *Robinson*, 66 Wis. 638. This right of obstruction is so well determined that in several American cases it has been said decisively that the obstructor is under no duty of furnishing a safe passage around the obstruction.

RAILROADS—AGE AS AFFECTING CONTRIBUTORY NEGLIGENCE — ATCHISON, T. & S. F. RY. v. HARDY, 94, F. R. 294.—*Held*, that plaintiff, a boy of 14, could recover damages, although he was injured while negligently upon defendant's tracks.

In this case one of the most important considerations was the boy s age as determining whether he was guilty of contributory negligence. This case properly belongs to that class designated by the legal profession as "turntable" cases and upon which there is a direct conflict of authority. The English rule, which seems to be the better, is followed by the New York Court in *Mangam* v. *Brooklyn R. R. Co.*, 38 N. Y. 45. The same ruling was followed in *Birge* v. *Gardner*, 19 Conn. 511, where the plaintiff, an infant of seven years, failed to recover for injuries sustained while trespassing on defendant's property.

SALE OF GOOD-WILL OF BUSINESS — STIPULATION AGAINST COMPETITION.— CORWIN v. HAWKINS, 59 N. Y. Sup. 603.—One partner, on selling his interest as a plumbing and gas-fitting business to his co-partner, agreed not to engage in that business in the same village for the term of five years. Afterward solicited plumbing for another, though he had no pecuniary interest in the business. *Held*, a violation of his contract.

The decision in this case is not based on the fact that the partner was thus secretly carrying on a business under another name, but that the solicitation of business for another is a violation of a contract not to carry on that business. The intention of the contract was to prevent the defendant from entering into and building up another similar business. Solicitation of business for another is building up business for that other, and so a violation of the contract. From the Dyer's case in 2 H. 5 (Pasch fo. 5 pl. 26), where Hull, J., lost his temper, up to a very late date, the tendency of the courts has been to allow the presumption, which exists against the validity of a contract in restraint of trade, to run also against the party receiving the benefit of the covenant of restraint. Though judging a particular contract in partial restraint valid, the remedy would be very reluctantly granted on its breach. In *Grimm* v. *Warner*, 45 Iowa 106, where the sale was of "the business and good-will thereof, and I agree not to engage in the ice business in Iowa City," the lower court held that "his personal employment in a rival establishment" would constitute a violation, but was overruled by the Supreme Court, which made the fact that "he had no part in bringing into existence the rival establishment" the pivotal one. But here we think a step is taken on the best grounds. A person selling the good-will agrees in substance to withdraw himself and his influence, not merely his name, from competition. When he solicits business from another he violates such agreement.

UNFAIR COMPETITION—PRELIMINARY INJUNCTIONS—NATIONAL BISCUIT CO. v. BAKER ET AL., 95 Fed. Rep. 135.—"Uneeda," as applied to a biscuit, is a proper trade-mark, and the proprietor is entitled to an injunction against the use of "Iwanta" by another manufacturer as the name of a similar biscuit put up and sold to the trade in packages so similar as to deceive consumers.

This is in accordance with the decision of the United States Circuit Court in the case of *N. K. Fairbank* v. *Central Lard Co.*, 64 Fed. Rep. 133. The law is so plain on this subject that it is surprising to find so much litigation over it.